

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TDC INTERNATIONAL CORP.
f/k/a G.E. THOMPSON DEVELOPMENT CORP.,

Plaintiff,

CASE NO. 08-14792

vs.

HON. ROBERT H. CLELAND

**JAE L. BURNHAM, d/b/a QUICK AND
EASY MOVING, and
QUICK AND EASY MOVING, LLC**

Defendants.

ARNOLD S. WEINTRAUB (P22127)
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THE WEINTRAUB GROUP, P.L.C.
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CONSENT JUDGMENT AND PERMANENT INJUNCTION

In accordance to a Settlement Agreement between plaintiff, TDC International Corp. f/k/a G.E. Thompson Development Corp. and defendants Jae L. Burnham d/b/a Quick and Easy Moving and Quick and Easy Moving, LLC, (collectively Burnham) the parties hereto consent to the entry of judgment and a permanent injunction based on the following agreed matters:

1. The Court has jurisdiction over the subject matter of, and parties to, this action.

2. Plaintiff, TDC International Corp. f/k/a G.E. Thompson Development Corp. is a Michigan corporation having its principal place of business at 33155 Groesbeck Highway, Fraser, Michigan 48026.

3. Jae L. Burnham is the owner and operator and sole employee of the Quick and Easy Moving Defendants, each having a principal place of business located at 202B South Bridge Street, Grand Ledge, MI 48837, in the County of Ingham.

4. TDC is the owner of and has valid and subsisting rights in the marks “EZ Moving” and “EZ Moving/ Moving and Storage” which it is using in connection with moving and storage services.

5. Defendant Burnham has, without the consent of TDC, used the mark “Quick and Easy Moving” in connection with the advertising and sale of moving services and moving brokerage services which mark is likely to cause confusion, mistake or deception in the minds of the purchasing public.

6. Defendant, and each of their agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert therewith, are hereby **permanently enjoined** from:

- (a) from using any mark that includes the terms and/or words “Easy Moving” or “EZ Moving” or any colorable imitation thereof in connection with offering, sales or advertising of moving services or brokering of moving services or any other business related to moving and/or storage services from any and all media including, but not limited to, from those websites identified in attached Schedule A which he has control over the content thereof, all advertisements, links and company names. Burnham is not restrained from using the words “easy” or “moving” in a descriptive sense, but he is restrained from using the word “easy,” “EZ” or any colorable imitation thereof within one word of the word “moving” in connection with his business. In addition, Burnham shall use reasonable commercial efforts to remove all advertisements, links, web pages identified in Schedule A which he does not have control over. Burnham is permitted to identify themselves as being related to “Quick and Easy Moving” for a period of one (1) month following the execution of the Agreement. Burnham may not identify themselves as being related to “Quick and Easy Moving” after that time has elapsed.
- (b) using the domain www.quickandeasymove.com and cannot use any domain name regardless of the top level thereof which includes the word “easy” or any variant(s) thereof in


connection with offering, promotion, sale or advertising of moving or storage services or brokering of moving services or any other business related to moving services.

7. No fees or costs are awarded.

8. The Court shall maintain jurisdiction over this matter to ensure compliance with the foregoing injunction, and the settlement agreement resolving this action.

SO ORDERED.

Dated:


HONORABLE ROBERT H. CLELAND
United States District Judge

AGREED:


TDC INTERNATIONAL CORP.


By: _____

Its:

Date:

6-22-09


6/23/09

QUICK AND EASY MOVING, LLC

By: 

Its: 

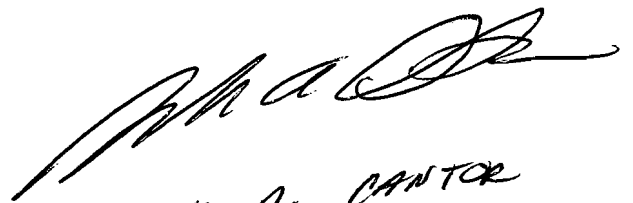
Date:

June 10 2009

**JAE L. BURNHAM d/b/a QUICK AND
EASY MOVING**

Date:

June 10 2009



MARK A. CANTOR
COUNSEL FOR DEFENDANTS
6/23/09